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06 UNITED STATES DISTRICT COURT
07 WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

08 NORTHWEST ADMINISTRATORS, INC.,) CASE NO. C06-0391-MAT
09 Plaintiff,)
10 v.) ORDER GRANTING PLAINTIFF'S
11 D.J. & SONS TRUCKING, INC.,) MOTION FOR SUMMARY
a Washington Corporation,) JUDGMENT
12 Defendant.)
13 _____)

14 Plaintiff Northwest Administrators, Inc. moves the Court for summary judgment against
15 defendant D.J. & Sons Trucking, Inc. (Dkt. 9.) This matter was brought pursuant to the
16 Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. ("ERISA"). Defendant is
17 bound by a collective bargaining agreement with Local 174 of the International Brotherhood of
18 Teamsters, which requires defendant to pay monthly contributions to the Teamsters Construction
19 Industry Welfare Trust Fund and the Western Conference of Teamsters Pension Trust Fund ("the
20 Trusts") for eligible employees. (*See* Dkt. 10, Ex. C.) Defendant also signed an Agreement and
21 Declaration of Trust containing terms as to damages owed as a result of any delinquent
22 contributions. (*Id.*, Ex. B.) Plaintiff is the authorized administrative agent for and assignee of the

01 Trusts and seeks delinquent contributions to the Trusts, as well as associated damages, for the
02 period from May 1, 2005 through January 31, 2006. Plaintiff conducted an audit on defendant
03 for the relevant time period. (*Id.*, Ex. I.)

04 In its Answer to plaintiff's Complaint, defendant acknowledged that it was a party to the
05 above-described agreements and that plaintiff conducted the above-described audit, but otherwise
06 denied plaintiff's allegations. Defendant did not oppose plaintiff's motion for summary judgment.
07 The Court deems defendant's failure to oppose to be an admission that plaintiff's motion has
08 merit. *See* Local Civil Rule 7(b)(2). The Court also notes that, although defendant was warned
09 by its now withdrawn counsel that failure to obtain replacement counsel by the date the
10 withdrawal was effective could result in the entry of default against defendant as to any claims of
11 plaintiff (*see* Dkts. 20-21 & 24 and Local General Rule 2(g)(4)), defendant has not, to date,
12 obtained replacement counsel. Finally, for the reasons described below, the Court finds plaintiff
13 entitled to summary judgment.

14 Summary judgment is appropriate when "the pleadings, depositions, answers to
15 interrogatories, and admissions on file, together with the affidavits, if any, show that there is no
16 genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter
17 of law." Fed. R. Civ. P. 56(c); *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986). The moving
18 party is entitled to judgment as a matter of law when the nonmoving party fails to make a sufficient
19 showing on an essential element of his case with respect to which he has the burden of proof. *See*
20 *Celotex*, 477 U.S. at 322-23.

21 ERISA obligates participating employers to make contributions to a multi-employer trust
22 fund in accordance with the contract and trust agreement. *See* ERISA Section 515, 29 U.S.C. §

01 1145. ERISA also provides specific mandatory remedies for delinquent contributions, including,
02 in addition to the unpaid contributions, liquidated damages, interest, attorney's fees, and costs.
03 *See* 29 U.S.C. § 1132(g)(2). In this case, as noted, defendant also signed an Agreement and
04 Declaration of Trust containing terms as to damages owed as a result of delinquent contributions.

05 In this case, through an audit of defendant's payroll records and filings with government
06 agencies, plaintiff concluded that defendant owes \$16,355.48 to the construction fund and
07 \$17,038.50 to the pension fund, for a total of \$33,393.98 in delinquent contributions for the period
08 from May 1, 2005 through January 31, 2006. (Dkt. 10 at ¶¶ 28-34 and Exs. H & I.) Plaintiff also
09 concluded that, as of August 1, 2006, defendant is obligated to pay \$6,678.80 in liquidated
10 damages, \$2,533.73 in interest, \$6,771.60 in attorney's fees, and \$302.00 in costs. (*Id.* at ¶ 35
11 and Ex. I.)

12 The Court finds no issues of fact regarding either the enforceability of the collective
13 bargaining and trust agreement at issue in this case or plaintiff's entitlement to the total amount
14 of delinquent contributions, liquidated damages, interest, attorney's fees, and costs sought.
15 Accordingly, the Court finds summary judgment appropriate.

16 For the reasons described above, plaintiff's motion for summary judgment is hereby
17 GRANTED and plaintiff awarded a total of \$33,393.98 in delinquent contributions for the period
18 from May 1, 2005 through January 31, 2006. Plaintiff is also entitled to liquidated damages,
19 interest, attorney's fees, and costs, as outlined above. However, because plaintiff calculated the
20 amounts described above as of August 1, 2006, a revised accounting may now be in order.

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01 Accordingly, plaintiff shall submit such information within **ten (10)** days of the date of this Order.

02 DATED this 2nd day of October, 2006.

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04 Mary Alice Theiler
05 United States Magistrate Judge
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